

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

GALP SIERRA VISTA L.P., et al.,
Plaintiffs,
EQUITY FUNDING, LLC,
Intevenor,
v.
RSUI INDEMNITY COMPANY,
Defendant.

CASE NO. C10-5647 BHS

ORDER DENYING MOTION
FOR PARTIAL SUMMARY
JUDGMENT

RSUI INDEMNITY COMPANY,
Defendant

This matter comes before the Court on Defendant RSUI Indemnity Company’s (“RSUI”) motion for partial summary judgment (Dkt. 72). The Court has considered the pleadings filed in support of and in opposition to the motion and the remainder of the file and hereby denies the motion for the reasons stated herein.

On September 9, 2012, three plaintiffs, including GALP Sierra Vista L.P. (“Sierra Vista”), filed a complaint against RSUI for breach of contract and declaratory relief. Dkt.

1 1. On February 14, 2012, the original three plaintiffs and ten additional plaintiffs
2 (“Plaintiffs”) filed an amended complaint adding causes of action for bad faith; violations
3 of the Washington Insurance Fair Conduct Act, the Washington Unfair Trade Practices
4 Act, the Washington Consumer Protection Act, and the Washington Administrative
5 Code; and an entitlement to attorney’s fees. Dkt. 57.

6 On June 5, 2012, RSUI filed a motion for summary judgment. Dkt. 72. On June
7 25, 2012, all Plaintiffs responded. Dkt. 80. On June 29, 2012, RSUI replied. Dkt. 82.
8 On October 23, 2012, Cascade Capital Group, Inc. (“Cascade”) filed a notice of
9 appearance as the receiver of Plaintiffs. Dkts. 116–118. On November 13, 2012, the
10 Court renoted the motion for summary judgment so that Cascade could file a response.
11 Dkt. 126. Cascade did not respond.

12 On January 7, 2013, Plaintiffs, except Sierra Vista, moved to voluntarily dismiss
13 their claims with prejudice. Dkt. 131. On January 25, 2013, the Court granted the
14 motion. Dkt. 134.

15 In the motion for summary judgment, RSUI requests that the Court dismiss
16 “Plaintiffs’ claims for breach of contract and declaratory relief” except Sierra Vista’s
17 claims for breach of contract. Dkt. 72 at 19. With regard to the Plaintiffs that the Court
18 granted voluntary dismissal, the Court denies the motion as moot because the claims were
19 dismissed with prejudice. *See* Dkt. 134 at 2. With regard to Sierra Vista, it appears that
20 Sierra Vista alleged extra contractual and statutory claims against RSUI. *See* Dkt. 57.
21 RSUI failed to address these claims in its motion or reply. *See* Dkts. 72 & 82. Therefore,
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1 the Court **DENIES** the motion as to Sierra Vista because there appears to be additional,
2 unaddressed claims remaining.

3 **IT IS SO ORDERED.**

4 Dated this 25th day of January, 2013.

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7 BENJAMIN H. SETTLE
United States District Judge

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